

NOTICE

LEWIS COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT PLANNING DIVISION Request for Proposals

The Lewis County Community Development is announcing a Request for Proposals (RFP) from consulting or service firms with expertise in land development permitting processes, public information presentations, and permit application form development and preparation. The solicitation is for the consultant to work with a Lewis County interdepartmental committee and Department directors to develop forms, manuals, and public information materials related to the permitting processes. The contract period will be from November 2005 through April 2006.

Interested consultants may obtain and complete the Lewis County RFP, which is available by visiting the Community Development Department, 350 N. Market Blvd., Chehalis, WA 98532; calling (360) 740-2773; emailing pdrupp@co.lewis.wa.us; or accessing Lewis County's web page: www.co.lewis.wa.us

Completed RFPs must be received no later than 4:00 PM on October 14, 2005, and should be mailed to:

Lewis County Community Development
350 North Market Blvd.
Chehalis, Washington 98532-2626
ATTN: Phillip Rupp

Lewis County is an Equal Opportunity Employer. Qualified women and minority consultants are encouraged to respond.

Publish: the East County Journal – September 21 and September 24, 2004
 Daily Chronicle – September 21 and September 24, 2005
 the Daily Journal of Commerce (Seattle, WA and Portland, OR) –
 September 21 and September 24, 2005

Permit Improvement Process

Implementation Time Frame

Phase 1

May thru July of 2004

- ☒ Identify Impacted Permits

Phase 2

August thru December of 2004

- ☒ Identify Current Process & Problems
- ☒ Initiate *some* immediate internal improvements
- ☒ Identify items for Code Scrub
- ☒ Identify methods of improvement

Phase 3

December thru March of 2005

- ☒ Prepared Findings and Recommendation
- ☒ Development of example Prototype Educational Materials
- ☒ Began development of a Manual of Standard Operating Procedures for staff use
Proceed with approval by BOCC of Recommendations and Findings
- ☒ Began development of Forms and Instructions Manual
Proceed with approval by BOCC of Recommendations and Findings

Phase 4

June thru August 2005

- ☒ Approval of Findings and Recommendations by the BOCC
- ☒ Develop RFP

Phase 5

September 2005 thru January 2006

- ☐ Publish RFP and select contractor
- ☐ Develop Action Plan for Implementation of Internal Improvements
- ☐ Develop Technical Materials and Action Plan for Stake Holder Input
- ☐ Conduct Public Outreach (December & January)

Phase 6

February thru March 2006

- ☐ Finalize all materials
- ☐ Conduct Staff Training

Phase 7

April 2006

- ☐ Implement Improvements

LEWIS COUNTY NOTICE TO CONSULTANTS FOR:

**Professional Services to Assist in Developing New
Application and Public Information Material**

September 6, 2005

Lewis County Community Development (COUNTY) solicits written proposals from consulting or service firms (CONSULTANT) with expertise in the land development permitting process, public information presentation, and permit application form development and preparation. The solicitation is for the following project:

PROJECT DESCRIPTION:

The successful consultant will work with a representative of a county interdepartmental committee and the Department Directors to develop permit application forms, a policy and procedure manual, a forms and information manual, and public information material for the various land development permitting processes. Current county material has been incrementally developed, and is incomplete. Forms also lack a standard format.

The COUNTY will also be hosting several public information workshops. Assistance will be required to develop presentations, handouts, and notes, edit developed material, conduct research on specific application and implementation processes, and track several assignments and procedures.

The successful CONSULTANT will be required to work independently on assignments, yet maintain close coordination with the COUNTY.

SUBMITTAL REQUIREMENTS

A detailed description of the project proposed scope of work is contained in Section 1B of this document.

Proposals will be evaluated and ranked based on the criteria outlined in Section 4 of this request for proposal (RFP).

DEADLINE: Proposals must be received no later 4:00 p.m. local time, October 14, 2005. Faxed copies will not be accepted.

SECTION 1A

BACKGROUND AND PURPOSE

Lewis County (COUNTY) desires a full revision to its existing permitting processes for building and land development approvals. An interdepartmental committee (Committee) was tasked to develop a systematic process for review and processing to be consistent with State requirements, and to create educational materials to implement an improved process.

The Lewis County Board of County Commissioners (BOCC) approved an action plan for full implementation by January 2006. In order to achieve this timeline, the County must contract for the development of educational materials, and coordination of the public workshops. Two manuals are needed:

1. Policy and Procedures Manual
2. Forms and Information Manual.

The Committee has developed draft flow charts. The CONSULTANT is expected to review and complete flow charts for each permitting process in both manuals. The flow charts shall be based on Visio© software, or another approved county software.

Another recommendation of the Committee is to conduct public outreach. The primary benefit of the outreach efforts is to solicit public review and input. Some of the tasks to be performed in conjunction with public outreach include:

- Conduct a minimum of three public workshops
- Compile public comments/suggestions
- Assimilate and edit new information
- Research processes/forms/public material of other jurisdictions
- Prepare materials for the outreach efforts

The CONSULTANT is expected to closely coordinate the Project with the assigned County Project Manager (CPM) and with the department directors.

The CPM will be a member of the Permit Improvement Process Committee (PIP) composed of participants from the following departments and/or divisions: Planning, Public Works, Engineering, Environmental Health, and the Permit Center

Data Available from the COUNTY

The Committee has compiled notes and forms of the existing and ideal processes/forms. This data is available in electronic form (i.e., Word). A major effort is needed to consolidate and format the final documents into the two manuals and into a finished format.

Other Assistance from the COUNTY

The COUNTY will notify, staff and equip the public meetings, and take meeting notes. The CONSULTANT may be expected to assist with other facilitation activities as requested by the CPM.

Schedule

The project deliverables shall be completed by April 30, 2006.

**SECTION 1B
CONSULTANT INFORMATION**

TASK 1 Administration:

- A. Prepare a work plan and schedule. Development of a work plan and schedule shall commence immediately upon execution of a contract. The work plan shall identify all major tasks, methods, deliverables, and proposed meetings. The schedule shall illustrate all major tasks and milestones.
- B. Prepare and apply the established QA/QC program throughout the Project.
- C. Prepare and submit invoices in a timely manner consistent with County requirements.
- D. Manage the project to meet timelines and deliverables. Present progress reports to the CPM on project progress at regularly agreed intervals.
- E. Coordinate with the CPM and directors to transfer all new project data and files to the COUNTY. The format of all electronic data and files shall be as requested by the CPM and directors.

TASK 1 Deliverables: Deliverables shall include an approved contract with the required, detailed work plan, schedule, and QA/QC plan. In addition, deliverables shall include all contracted work products as agreed and the transfer of all project data, forms, educational materials, manuals, and files relevant to any agreed work product to the COUNTY.

TASK 2: Formatting and Review:

The CONSULTANT shall:

- A. Review all documents and deliverables for procedural consistencies, and compliance with minimum State requirements.
- B. Develop an acceptable format for the manuals and information material.

- C. Establish a record keeping and file name system for the draft manuals and documents.
- D. The CONSULTANT and county representative(s) will meet weekly. The CONSULTANT must have draft material prepared for weekly meetings and should distribute any material in advance of the weekly meetings, preferably in electronic form.

TASK 2 Deliverables:

Establish format (including font type and sizes, letterhead) for the manuals and information material. Prepare working drafts for the weekly meetings.

TASK 3: Conduct Public Workshops:

- A. The CONSULTANT, in cooperation with county staff will conduct at least three public workshops, one each in the west, central, and east portions of the county. The COUNTY shall determine and reserve meeting locations, prepare and distribute meeting notices and draft material, and equip these meetings.
- B. The CONSULTANT shall work with the county to identify, review, and incorporate issues and comments from the public into the manuals, application processes, and information materials.

TASK 3 Deliverables:

Conduct at least three public workshops. Perform any associated follow up activities.

TASK 4: Draft Manuals and Information Material:

- A. The CONSULTANT shall work with the county to prepare draft manuals and information material for COUNTY review. These drafts shall be in the approved established format.
- B. The CONSULTANT shall develop flow charts for each of the processes using Visio© software or other software approved by the COUNTY.
- C. As requested by CPM and directors, the CONSULTANT shall perform research and analysis of specific application processes.

TASK 4 Deliverables:

The CONSULTANT shall produce at least 20 copies of all draft manuals for initial review, and shall provide COUNTY with one electronic file copy of the text and graphics.

TASK 5: Final Manuals and Information Material:

- A. The CONSULTANT shall finalize all manuals and informational/educational materials as directed by the CPM and directors.
- B. The CONSULTANT shall produce one reproducible set (complete with graphics and text) of all product materials, one electronic set in WORD format, and 5 copies of each work product in a final, bound (as appropriate) format.

Task 5 Deliverables:

The CONSULTANT shall deliver one reproducible set, one electronic file copy, and 5 copies (binder, double-sided) as described above, to the COUNTY. The CONSULTANT shall transfer all project files to Lewis County.

Preliminary Task Schedule

TASK	DURATION	TIME PERIOD
1. Administration	5 months	Nov 05 – April 06
2. Formatting and Review	3 months	Nov – Mar 06
3. Public Workshops	1 month	Dec – Jan 06
4. Draft Manuals and Information Material	3 months	Feb - March 06
5. Final Manuals and Information Material	1.5 weeks	April 06

**SECTION 2
CONSULTANT INFORMATION**

- 2.1 CONSULTANT Responsibilities: The selected CONSULTANT shall be responsible for all services, timelines and deliverables as outlined in the proposal whether the Consultant or his/her representative performs the work. The CONSULTANT shall be responsible for any and all contractual matters.
- 2.2 COUNTY Responsibilities: The COUNTY will administer the contract and coordinate meetings as appropriate.
- 2.3 Contract Payment Schedule.
- All billing statements must include a summary of progress made through the date of billing.
 - A progress report shall be submitted with each billing statement. Monthly payments will be based on the expenses incurred as summarized in each progress report. The progress report shall indicate the cost and hours of work assigned to each major work task. All billings shall be in accordance with ATTACHMENT A.

2.4 Project Schedule and Progress Reports

- a. The successful CONSULTANT shall begin work by attending an orientation meeting provided by County to take place approximately ten working days (10) following the execution of the contract.
- b. Written monthly progress reports shall accompany billings submitted to County.
- c. The Consultant will make oral indications of progress when requested. Oral reports will indicate current status of the project and will be used as an early identification of problems that may hinder the project. Identified problems should be detailed in writing. All written correspondence should be directed through the Lewis County Community Development Project Manager or designee.

2.5 Insurance Requirements

Indemnification / Hold Harmless:

Consultant shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County.

Insurance

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Insurance is to be placed with insurers with a current A. M. Best rating of no less than A: VII.

A. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other insurance provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Consultant will furnish an original certificate of insurance, indicating Lewis County is additionally insured. This certificate will be included as part of the proposal package.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

2.6 Contract Requirements

- a. The CONSULTANT shall be required to enter into a contract with COUNTY using the current Standard Personal Services Agreement (Attachment B) as the basis of the agreement between the CONSULTANT and COUNTY.
- b. The CONSULTANT and COUNTY agree to develop and maintain effective communication and a thorough project understanding so that issues can be accommodated with minimal impact to project quality, schedule, and budget.

SECTION 3 PROPOSAL INSTRUCTIONS

3.1 General Information

- a. The CONSULTANT must submit a proposal for the end results that are set forth in the RFP. The proposal shall describe the qualifications of the CONSULTANT and provide a listing of similar projects completed in the past five years, a general response to the proposed scope of work, a listing of project team members and qualifications, and a listing of references with contact information. The Consultant shall provide evidence of financial capability. Any professional staff necessary to conduct the required project scope must be available to support successful completion of the contract scope of work.
- b. Subconsultants proposed to be used by the CONSULTANT shall be listed in the proposal and shall be subject to approval of the COUNTY.
- c. The proposal shall be submitted for professional services. The proposal shall be limited to twenty (20) pages including cover letter, title page, table of contents, copy of business license, and evaluation information listed in subsections 4.2 through 4.4. Font shall be ARIAL, 12 point.
- d. Pages shall be doubled-sided with a minimum of one-inch side and top margins.

Direct the submittals to:

Phillip Rupp, Principal Planner
Lewis County Community Development
350 North Market Boulevard
Chehalis, WA 98532-2626

3.2 Closing Date for Submittal of RFP

1. The Consultant will furnish an original certificate of insurance, indicating Lewis County is additionally insured. This certificate will be included as part of the proposal package.
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Direct the submittals to:

Phillip Rupp, Principal Planner
Lewis County Community Development
350 North Market Boulevard
Chehalis, WA 98532-2626

3.2 Closing Date for Submittal of RFP

- a. Five copies of the proposal must be received no later than 4 p.m. local time, October 14, 2005. Faxed copies will not be accepted.
- b. The proposal may require 30 days for evaluation. The COUNTY may request the CONSULTANT to make an oral presentation to the selection committee in support of the proposal.

3.3 Proposal Acceptance

The successful CONSULTANT will be expected to enter into a contract specifying payment methods as allowed by the Local Agency Standard Consultant Agreement. Please refer to WSDOT standard consultant agreement found in Appendix 31.89 of the current LAG manual.

3.4 Right of Award or Rejection

The proposal shall specifically incorporate all terms and conditions contained in the RFP. It is understood that all proposals will become a part of the public file on this matter without obligation to the COUNTY. COUNTY reserves the right to reject any or all proposals.

3.5 Costs

COUNTY is not liable for any costs incurred by the CONSULTANT or by potential consultants in the preparation or presentation of the statement of qualifications.

3.6 State Business Licenses

Any proposal shall include a copy of the current business license.

3.7 Inquiries

Questions that arise during preparation of the proposal shall be directed to: Phillip Rupp, 360-740-2773. A proposal list will be developed (for all interested responders) and all questions will be answered and circulated to all requesting respondents.

3.8 Protest of Contract Award

Protests concerning the consultant selection process must be delivered in writing to the COUNTY Director of Community Development within fourteen (14) days of the award announcement. The Director will review the protest, contact all parties involved, and recommend the appropriate action to the Lewis County Board of Commissioners. The Commissioners' decision will be final. The final decision will be presented to all interested parties within 45 calendar days of receipt of the protest.

SECTION 4 PROPOSAL EVALUATION

4.1 General Information

- a. COUNTY will award the contract to the most qualified Consultant whose proposal is deemed to be in the best interests of the County.

- b. A selection committee will be appointed to evaluate the statements received. The committee will evaluate each of the criteria listed in subsection 4.3 and 4.4 for the purpose of ranking proposals.

4.2 Proposal Evaluation

A review panel will evaluate each proposal using a set of review criteria. The review panel will meet to finalize their selection ranking, and determine if consultant interviews are required. If interviews are desired, the panel will either serve or appoint an interview selection committee. Selection will be based on consensus amongst the selection committee.

4.3 Review Criteria

EVALUATION CRITERIA	WEIGHT
Qualifications and experience of personnel assigned to project	20 points
Evaluation and comment on the proposed scope of work	25 points
Recently completed similar projects	20 points
Past performance/references	20 points
General evaluation of the submitted proposal in meeting proposal objectives	15 points

- 4.4 Criteria Explanation
- a. Qualifications and experience of personnel assigned to project, including subconsultants, on projects with other government agencies within the last five years including:
 - ☐ Extent of principal and project manager involvement
 - ☐ Qualifications and relevant individual experience
 - ☐ The team's expertise in relation to all phases of the project
 - ☐ Project managers' experience with project requirements
 - ☐ Approximate number of people to be assigned to the project
 - ☐ Quality assurance review responsibility
 - ☐ A stipulation that key personnel will not be removed from the contract without prior approval of Lewis County
 - b. Evaluation and Comment on the Proposed Scope of Work
 - ☐ Evaluating public input with local land development permitting processes
 - ☐ Public participation process
 - ☐ Suggested scope revisions
 - c. Similar Projects Completed in the Past Five Years
 - ☐ Participation in public meetings and workshops
 - ☐ Land development permitting
 - d. Past Performance/References
 - ☐ List contact person, agency, phone number, address, and project. Describe any specific problems that were encountered, and explain the

methodology and action (include requirements and software) to resolve the problems.

- e. General Evaluation of the Submitted Proposal in Meeting Proposal Objectives
 - ☐ Is the proposal clear and concise?
 - ☐ What is the probable ease and ability of the consultant to coordinate with project and COUNTY staff?
 - ☐ How likely is the consultant to work effectively with the committee and public?
 - ☐ What is the firm's experience with Lewis County, committees, or the public?

4.5 Selection

- a. The evaluation of RFPs is anticipated to take approximately two (2) working days.
- b. Follow-up interviews with consultants NOT selected may be arranged with COUNTY following successful contract award to the selected consultant.

4.6 Pre-contract Clarification

The selected Consultant will be required to review its proposal with COUNTY. COUNTY reserves the right to require any clarification or alterations in the Consultant's assignment or resources, or in the Consultant's approach to the scope of work. This review and any changes will be made prior to contract execution and will become part of the final Consulting contract.

4.7 Schedule

Task	Desired Timeline
Proposal Due	October 14, 2005
Proposal Review Completed	October 18, 2005
Short-listed Consultant	October 19, 2005
Interviews	October 21&24, 2005
Final Contract	October 28, 2005
Contract Award by BOCC	November 7, 2005
Notice to Proceed	November 14, 2005

4.8 Project Contact: Phil Rupp, 360-740-2773.

4.9 Project Budget

The budget used to develop the staff proposed scope of work is \$30,000.

ATTACHMENT A
PROCEDURES FOR INVOICE PREPARATION

The invoice shall be accompanied by a detailed progress report indicating, by task, what work has been completed during the billing period and what work will be performed during the forthcoming period. The progress report shall include the activities of all sub-consultants. Any questions or additional information required by the consultant should be identified.

The invoice shall include the following information:

- A. Name & address of consultant firm (letterhead is fine).
- B. Attn: Lewis County Community Development Department, Director.
- C. Date of invoice.
- D. Starting and ending dates for the invoice period.
- E. Project name.
- F. Invoice number.
- G. Direct Salary – List each employee who worked on the project by name and classification. Indicate the total number of hours for each employee and their rate of pay. Subtotal all of the above figures. Time sheets must indicate work dates for hours billed and may be retained by either the consultant or the county.
- H. Overhead Cost – Use the percentage rate in accordance with the consultant agreement.
- I. Net Fee – Shall be calculated based on the percent of the project scope of work completed as estimated by the consultant. This total amount reflects the consultant's profit and cannot be exceeded. Any portion left over at the project completion can be included in the final invoice.
- J. Expenses – The direct non-salary costs for the period. These are the costs directly incurred in fulfilling the consultant agreement. They include travel mileage, reproduction, communications such as telephone, postage and freight, computer charges, and supplies. Either the consultant or the County may retain backup documentation.

All sub consultant costs incurred during this period shall be included in the direct non-salary costs. List each individual sub consultant separately and provide a total for all sub consultants. A copy of all invoices from the sub consultants shall be included as backup. Additional backup for sub consultant invoices such as copies of employee time sheets, receipts, or in-house log sheets may be required as directed by the county.

- K. Total Amount Due – The sum of direct salary, overhead, net fee, and direct non-salary costs.
- L. Project Summary – Includes a comparison of the above items earned during the billing period with the previously invoiced amounts, the maximum authorized agreement amounts, and the authorized amounts remaining. The authorized agreement amount includes the total agreement amount of direct salary, overhead, net fee, and direct non-salary, plus additional amounts for contingencies or cost overruns, if any, when specifically authorized by the county.
- M. Certification – An authorized person needs to certify that the invoice is correct. See example below:

"I certify that the charges invoiced are true and correct and include only such charges as were directly incurred in the performance of work on the project, have not been previously submitted, and are in accordance with terms of the Agreement."

Signature

Date

- N. Contact Person for Invoice – In case of questions or inquiries regarding the invoice. Give title, name, phone number, and email address.

Any invoices that do not follow these procedures shall be questioned. The County may ask for an addendum, or the invoices may be returned for corrections before they can be processed for payment.

**ATTACHMENT B
PERSONAL SERVICES AGREEMENT**

Lewis County's 10-page personal services agreement follows.

PERSONAL SERVICES AGREEMENT

CONTRACT NO. _____

[Contractor Name and Address] hereinafter called CONTRACTOR, and LEWIS COUNTY, hereinafter called COUNTY agree as set forth in this Agreement, including: General Conditions, Exhibit A and Special Conditions, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence as soon as legal arrangements are finalized but no later than the 1st day of January, 2000. This agreement is renewable in two-year increments unless written notice of termination is provided either by the Treasurer or the service provider ninety or more days prior to the expiration of the term.

CONTRACTOR acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 13, 19 and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20__.

CONTRACTOR:
AUTOMATIC FUNDS TRANSFER SERVICES

LEWIS COUNTY

Name

Title of Signatory
Authorized by the firm By Laws

Mailing Address:
Automatic Funds Transfer Services
Attorney
2401 Fourth Avenue, Suite 800
Seattle, WA 98121

Approved as to Form Only:
JEREMY RANDOLPH, Prosecuting

By:

Social Security No.:

Civil Deputy Prosecutor

OR

Federal Business Tax ID No.

GENERAL CONDITIONS

1. **Scope of Contractors Services:**

The Contractor agrees to provide to the County services and any material set forth in the project narrative identified as Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. **Accounting and Payment for Contractor Services:**

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "A". Where Exhibit "A" requires payments by Lewis County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "A", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "A" or approved in writing in advance by the official executing this Agreement for Lewis County, (hereinafter referred to as the "Contracting Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than weekly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "A".

3. **Assignment and Subcontracting:**

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer, or as set forth in Exhibit "A".

4. **Labor Standards and Contract Assistance:**

The Contractor shall comply with the provisions of the Lewis County Contract and Procurement Assistance Program as applicable, attached hereto as Special Conditions in Exhibit "B".

5. **Independent Contractor:**

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor. The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "A" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments,

setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. **No Guarantee of Employment:**

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. **Taxes:**

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. **Regulations and Requirement:**

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Special Conditions.

9. **Right to Review:**

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Lewis County, State of Washington, upon request.

10. **Modifications:**

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

If the contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or make an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until work called for, as may be applicable under Exhibit "A", has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, as may be applicable under Exhibit "A", including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

13. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officer and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and an account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

14. Insurance:

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Insurance is to be placed with insurers with a current A. M. Best rating of no less than A: VII.

a. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

b. Other insurance provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Consultant will furnish an original certificate of insurance, indicating Lewis County is additionally insured. This certificate will be included as part of the proposal package.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

15. Industrial Insurance Waiver:

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

16. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Lewis. The Agreement shall be governed by the laws of the State of Washington.

17. Withholding Payment:

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the County may, upon written notice,

withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

18. **Future Non-Allocation of Funds:**

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

19. **Contractor Commitments, Warranties and Representations:**

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

20. **Patent/Copyright Infringement:**

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payment are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

21. **Disputes:**

- a. **General**
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.
- b. **Notice of Potential Claims**
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the

Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. **Detailed Claim**

The Contractor is not entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

22. **Ownership of Items Produced:**

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

23. **Confidentiality:**

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Lewis County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

24. **Notice:**

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to

360 NW North St., MS TRSO1, Chehalis, WA 98532-1900. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected above. Notice may be given by delivery or by depositing in the U.S. mail, first class, postage prepaid.

25. **Severability:**

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not effect other terms, conditions or

applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

26. **Waiver:**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

27. **Survival:**

The provisions of paragraphs 5, 7, 9, 3, 15, 16, 18, 19, 20, 22, 23, and 26, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

27. **Entire Agreement:**

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "B"
SPECIAL CONDITIONS

A. Definitions

The COUNTY is the recipient of CONTRACTOR'S services, and at all times acts through its Board of County Commissioners. The Contact Officer of the COUNTY will be Rose A. Bowman, Treasurer, or her designee.

B. Contractor Registration

The CONTRACTOR agrees and covenants to furnish unto the COUNTY proper evidence that the CONTRACTOR has fully complied with the State Licensing Law.

CONTRACTOR shall include his contractor's license number in the space provided in the "Conditions of Proposal".

C. Non-Discrimination (Lewis County Funds)

The CONTRACTOR should be aware that public funds are being used to assist in this project. During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 or Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books and records for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contract may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The CONTRACTOR will take such action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with "litigation with a sub-contractor or vendor as a result of such direction by the contracting agency", the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. Original Specifications

It is hereby expressly agreed by and between the parties involved that in any matter, dispute, suit, or proceedings arising or in any way growing out of this contract in which it may be necessary to introduce into evidence the original of such specifications, that a printed copy thereof may be used in lieu thereof with like force and effect as though the original was produced.

E. Eight Hour Law and Payment for Labor

The CONTRACTOR agrees to comply with RCW 49.28.010.065 providing that no laborer, workman or mechanic in the employ of the CONTRACTOR, sub-contractor, or other person doing or contracting to do the whole or any part of the work contemplated by this contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided that, in cases of extraordinary emergency, such danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight (8) hours of each calendar day shall not be less than one and one-half times the rate allowed for this same amount of time during eight (8) hours' service. Any work necessary to be performed after regular working hours, or Sunday or legal holidays shall be performed without additional expense to the COUNTY.

Notwithstanding the above provisions, a CONTRACTOR may enter into an agreement approved by the employees in which the employees may work up to ten (10) hours in a calendar day for not more than four (4) calendar days in a week.

CONTRACTOR further agrees that said contract is terminable in case the CONTRACTOR shall violate the provisions of such act.

The CONTRACTOR, and sub-contractors shall further verify that:

1. He had not employed or retained any company or person (other than a full time bona fide employee working solely for the offerer) to solicit or receive this contract; and
2. He has not paid or agreed to pay any company or person (other than a full time bona fide employee working solely for the offerer) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and
3. He has not been asked or otherwise coerced, whether express or implied, into contributing funds, for any purpose as a condition to doing business with the COUNTY.

It is further agreed that in case any dispute arises as to what are the prevailing wages for the work of a similar nature and such dispute cannot be adjusted by the parties involved, the matter shall be referred for arbitration to the Director of the Department of Labor & Industries of the State and his decision therein shall be final, binding, and conclusive on all parties.

**Permit Improvement Process
Findings & Recommendations**

- 1 -

Current Practice	Identified Problems	Recommendation	Action – Policy Implications	Financial Impact
1) Intake of Incomplete (Insufficient) applications	<p>1. Applications accepted but held for more information w/o tracking mechanism</p> <p>2. Unable to determine vesting date for staff or applicant</p> <p>3. Inconsistent and untrackable information given to client</p>	<p>1. Develop and implement a Sufficiency Checklist to ensure ability to begin processing application</p> <p>2. Application returned to client w/list of requirements which will insure receipt of application and accomplishment of vesting</p> <p>3. Develop standard informational materials consistent with application requirements including:</p> <ol style="list-style-type: none"> 1. Wetland Determination 2. Verification of Legal Lot Status 3. Proof of water of quality & quantity 4. Demonstration of access 	<p>Action: BOCC concurrence with PIP Recommendation</p> <p>Policy Implications: <i>Internal Business Practice change</i></p> <p>New practice as Lewis County currently accepts incomplete applications.</p> <p>Informational material development is important to allow client to fulfill requirements</p> <p>Emphasis on client responsibility for a complete application to allow processing</p>	<p>1. Internal cost associated with staff training.</p> <p>2. Internal cost PIP development</p>
2) Inconsistent operating procedures generated through non documented individual business practices	<p>1. Lack of a predictable process for the client</p> <p>2. Inconsistent information creates confusion both internally and for the client</p>	<p>1. Develop a Manual of Standard Operating Procedures for Staff reference</p> <p>2. Develop a Manual of Forms and Information for Staff and Public reference</p>	<p>Action: BOCC concurrence with PIP Recommendation</p> <p>Policy Implications: <i>Internal Business Practice change</i></p> <p>Management must support adherence to protocol</p>	<p>1. Internal cost associated with staff training.</p> <p>2. Internal cost PIP development</p> <p>3. Material and printing in RFQ</p>
3) Isolated decisions without input from other divisions or external agencies	<p>1. Fragmented conflicting decisions that result in an inconsistent County response to the client creating confusion, project delays and changes.</p> <p>2. County failure to comply with state mandated requirements</p> <p>3. Isolated permit issuance that results in conditions that promote code enforcement action</p>	<p>1. Designate a Case Manager (CM) for large projects. The CM is the primary contact client and staff and retains responsibility for permit coordination</p> <p>2. Develop an Interagency and Outside agency review process</p> <p>3. Implement a weekly project review meeting of department representatives for current case status</p>	<p>Action: BOCC concurrence with PIP Recommendation</p> <p>Policy Implications: <i>Internal Business Practice change</i></p> <p>Management must support adherence to protocol</p> <p>Establish Interdivisional time, format, and agenda</p>	<p>1. Internal cost PIP development</p>

**Permit Improvement Process
Findings & Recommendations**

- 2 -

Current Practice	Identified Problems	Recommendation	Action – Policy Implications	Financial Impact
4) Staff review of projects is limited to desk review only	1. Approvals and conditions do not reflect site conditions as a result some issues are overlooked and results in subsequent permit withholding or delays.	1. Case Manager will conduct a site visit in conjunction with the application processing	Action: BOCC concurrence with PIP Recommendation Policy Implications: <i>Internal Business Practice change</i>	No anticipated financial issues
5) Complex process for Medical Hardship (Temporary Dwelling) permitting and inadequate process for Accessory Dwelling	1. Medical hardship process is too long and cumbersome for the temporary nature of the permit 2. Review of Accessory Dwelling Units is not adequate considering implications of: 1) Increased densities 2) Alternative use from the initial proposal 3) Resultant Defacto Short Plats 4) Intent of the legislation to provide low-income housing	1. Simplify the Medical Hardship application and adjust LCC to allow a more reasonable process. 2. Adjust the LCC to better reflect the intent of the Legislative action to provide Low Income Housing and clarify process.	Action: BOCC to adopt Interim Policy in reference to Medical Hardship & Accessory Dwelling Unit Action: BOCC to conduct Review & Hearings for code revision of Medical Hardship & ADU as part of Code Scrub Project	Internal Cost associated with PIP development
6) Administrative reviews and decisions without staff input	1. Decisions made w/o inter-departmental coordination 2. Decisions made w/o all pertinent information 3. Lack of consistency and the appearance of favoritism	1. Implementation of an interdepartmental administrative review process that includes: 1. Interdivisional review during weekly status meeting 2. Report of findings to applicant 3. Clearly defined process and outcome.	Action: BOCC concurrence with PIP Recommendation Policy Implications: <i>Internal Business Practice change</i> Management must support adherence to protocol Establish Interdivisional time, format, and agenda	Internal cost PIP development

**Permit Improvement Process
Findings & Recommendations**

- 3 -

Current Practice	Identified Problems	Recommendation	Action – Policy Implications	Financial Impact
7) Process subdivisions outside of state regulatory requirements	1. Legacy Lots created without appropriate roads, water, or access resulting in either no permits issued or slow response	1. Prior to final Subdivision approval conform to state regulation and require the following 1) Roads built and named 2) Water System completed or wells sited 3) Stormwater system engineered and built 4) Easements recorded 5) Road Approach complete 6) Lot addresses assigned 7) Maintenance agreements recorded	Action: BOCC concurrence with PIP Recommendation Policy Implications: <i>Internal Business Practice change</i>	Internal cost PIP development
8) Subdivision developed without regulations or guidance, Simple Segregations, Records of Survey, and Boundary Line Adjustments	1. Creation of unbuildable lots that are subsequently sold to an innocent purchaser 2. Issuance of building permits prior to accomplishment of compliance with other regulations 3. Abuse of the Boundary Line Adjustment Process	1. Recommend to the BOCC to rescind the Simple Segregation process 2. Refine the DeFacto Subdivision process to reflect the intent of the regulations and administrative variances 3. Refine application of the BLA process and adhere to guidelines	Action: BOCC to adopt Interim Policy in reference to Simple Segs, Records of Survey, and Boundary Line Adjustments Action: BOCC to conduct Review & Hearings for code revision of section of code as part of Code Scrub Project Action: BOCC concurrence with PIP Recommendation	Internal cost PIP development
9) Open untracked records system	1) Unable to locate records in a timely and efficient manner 2) Record misfiling 3) Loss of information	1. Implementation of a professional records management system that includes tracking and security.	Action: BOCC determine level of interest for further analysis	Unknown at this time (part of analysis)

**Permit Improvement Process
Findings & Recommendations**

- 4 -

Current Practice	Identified Problems	Recommendation	Action – Policy Implications	Financial Impact
10) Determination of water quality and quantity by acceptance of well driller letter and subsequent well drilling without county input.	<p>1. Permit issuance without water available</p> <p>2. Well siting is occurring without attention to setbacks, adequate well protection, and consistency with conditions of approval which is resulting in client frustration and process interruption</p> <p>3. “Taking” of adjacent property through well location</p>	<p>1. Proof of water quality and quantity through a well log and satisfactory bacterial and nitrate testing prior to issuance of permits</p> <p>2. Environmental Health will include well siting with septic and subdivision reviews</p> <p>3. Adopt Lewis County Code which requires well location at minimum 100’ within property lines or establish a restrictive covenant from adjacent owners</p>	<p>Action: BOCC to adopt Policy in reference to water quality & quantity</p> <p>Action: BOCC to adopt Policy in reference to SFR well siting</p> <p>Action: BOCC to conduct Review & Hearings for code revision of section of code as part of Code Scrub Project</p>	Internal cost PIP development
Per BOCC direction Items 11 and 12 are not proposed for action.				
11) No tracking or inventory of local businesses or the type of activity	<p>1. Expansion or sale of local businesses is problematic due to lack of records for permits or use.</p> <p>2. Failure to conduct tracking of business practices result in increased code enforcement actions</p>	1. Initiate a County Business License Program	Action: BOCC to determine level of interest for further analysis	Unknown at this time (part of analysis)
12) Assessor segregates plats at varying times	<p>1. Inadequate maps for current lot approvals</p> <p>2. Inability to determine legal lot status for client</p>	1. Notification of Tax Parcelization	<p>Action: BOCC concurrence with PIP Recommendation</p> <p>Action: BOCC direct COS to implement notification</p> <p>Policy Implications: <i>Internal Business Practice Change</i></p>	No anticipated financial implications

Read Ahead Briefing Document
Department: Community Development

Date: Sept. 8, 2005	Agenda Item Calendar: Sept. 12, 2005	Responsible Contact: Phil Rupp (x2773)	Add'l Contact: Sue Kennedy (2691) Shirley Kook (2759)
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Title: Request for Proposals (RFP)

Action Required ☐ Meeting ☒ Consent ☐ Discussion ☐ Hearing

Staff Recommendations:

1. BOCC to approve announcing a Request for Proposals (RFP) from consulting or service firms to work with the PIP committee and Department Directors to develop forms, manuals, informational materials and public workshops consistent with the PIP recommendations approved for scoping by the BOCC.
2. BOCC to approve Implementation Time Frame for Permit Improvement Process

Background/Supporting Documentation:

1. PIP committee has been reviewing and identifying revisions of the processes for permitting building and land development within Lewis County for the last several months.
2. 12 areas for improvement were identified and presented to the BOCC
3. The BOCC agreed to support 10 of the recommendations to the extent of preparing prototype materials to go out for stakeholder and public input
4. An RFP is needed to contract for consulting services to undertake preparation of materials, forms, manuals and Public workshops for stakeholder input
5. Delays in review of the RFP have resulted in changes to the Implementation Time Frame and updating is needed to reflect the current timetable.

Policy Implications:

Establishment of aggressive time lines for implementation will necessitate staff prioritization of workload to allow continued development of materials to support the RFP contract.

Financial Impact:

Fund	\$30,000	
Department: Salaries	\$30,000	
Total Amount:	\$60,000	

Associated Departments and Stakeholders:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> General Administration /
Risk Mgt | <input checked="" type="checkbox"/> Public Works | <input checked="" type="checkbox"/> Prosecutor's Office |
| <input checked="" type="checkbox"/> Health and Social Services | <input checked="" type="checkbox"/> Chief of Staff | <input checked="" type="checkbox"/> Community Development |
| | <input type="checkbox"/> Assessor's Office | <input type="checkbox"/> Sheriff's Office |
| | <input type="checkbox"/> Auditor's Office | <input type="checkbox"/> Treasurers Office |

Attachments:

- | | |
|------------------------------|--|
| 1. Notice of RFP | 2. RFP |
| 3. Implementation Time Frame | 4. Amended Permit Improvement Process Findings & Recommendations |

BOCC AGENDA ITEM SUMMARY

(revised 5-17-01)

AGENDA ITEM #: _____ RESOLUTION #: _____ BOCC MEETING DATE: Sept 12, 2005SUGGESTED WORDING FOR AGENDA ITEM: ☐ Notice ☒ Consent ☐ Discussion ☐ Hearing

Request for proposal from consulting or service firms to develop forms, manuals, informational materials and public workshops consistent with PIP recommendations approved for scoping by the BOCC.

BRIEF REASON FOR BOCC ACTION: BOCC to approve request for proposal and implementation of time frame for permit improvement process.

SUBMITTED BY: Phillip Rupp PHONE: 740-2773 DATE SUBMITTED: September 8, 2005CONTACT PERSON WHO WILL ATTEND BOCC MEETING: _____

TYPE OF ACTION NEEDED:

- | | |
|---|---|
| <input type="checkbox"/> Approve Resolution | <input checked="" type="checkbox"/> Call for Bids / Proposals |
| <input type="checkbox"/> Approve Ordinance (Traffic or other) | <input type="checkbox"/> Bid Opening |
| <input type="checkbox"/> Execute Contract / Agreement | <input type="checkbox"/> Notice for Public Hearing <i>*(see Publication Requirements)</i> |
| <input type="checkbox"/> Other (please describe): _____ | |

*PUBLICATION REQUIREMENTS:

☐ Resolution e-mailed to Clerk ☐ Not applicableHearing Date: _____ *(Must be at least 10 days after first publication date)*
Publish Date(s): _____ *(2 weeks for routine budget, property disposal / auction or vacations)*
*(3 weeks for property lease)*Publication(s): ☐ EAST COUNTY JOURNAL ☐ CHRONICLE ☐ OTHER: _____ALL AGENDA ITEMS:Department Director / Head: _____
Chief Administrative Officer: _____
Prosecuting Attorney: _____EMPLOYEE ITEMS: (relating to
employment,
salary, position, reclassification, union, etc.)
Human Resource Coordinator: _____**APPROVALS MUST
BE OBTAINED
BEFORE
SUBMITTING ITEM
TO BOCC CLERK**

BANKING OR REVENUE ITEMS:

Treasurer: _____

BUDGET AND PAYROLL ITEMS:

Chief Accountant: _____

Fund: _____
Department: _____
Total Amount: \$ _____

CLERK'S DISTRIBUTION OF SIGNED DOCUMENTS:

Send cover letter: _____
(city/state/zip)

Additional copies: _____

File originals: BOCC mtg folderFile copy: hearing/bid folderFile copy: working file